



State of Louisiana
**DIVISION OF ADMINISTRATION
OFFICE OF INFORMATION TECHNOLOGY**

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**RFP FOR CONSULTING AND SUPPORT SERVICES
OIT_CSS_RFP 2006**

ADDENDUM NO. 02

Your reference is invited to the Request for Proposal for Consulting and Support Services for the State of Louisiana, Office of Information Technology which is scheduled to open on March 27, 2006 at 2:00 P.M., Central Time.

The proposer's written inquiries received as a result of Addendum no. 01 and in accordance with the final 3-day inquiry period and the state's responses are on the attached page number 2.

The State shall not and cannot permit an open-ended inquiry period, as this creates an unwarranted delay in the procurement cycle and operations of our agency customers.

This addendum is being issued to address the final questions received. All proposal documents, including but not limited to the specifications, terms, conditions, plans, etc., will stand as written and/or amended by any addendum issued as a result of the final inquiry period.

This addendum is officially made a part of the referenced proposal and should be acknowledged therein.

Kathy Howard
RFP Coordinator

ADDENDUM #02 RESPONSES

1. Questions #64 and 65- If the Technical Services Methodology is included in the 70 point Technical Evaluation, but a firm is not required to submit that methodology in their proposal, is the Technical Section still worth 70 points for that firm? And if so, are there different categories for evaluation in RFP Section 4.1.3?

State's Response: For the Application, Database, Web Technical Area, Technical Services Methodology" is one part of the 70 points for Technical Evaluation. For the other three (3) Technical Areas, the 70 points is divided between the remaining evaluation criteria (General Corporate Experience, Project Approach, Resumes and Financial Stability) as listed on page 24, section 4.1.3 and *Technical Services Methodology* will not be part of those evaluation criteria.

2. Question # 71, Attachment III: Tier One Consulting and Support Services Agreement, Section 7 (Page 43): Indemnification and Limitation of Liability

- Clause 7, Paragraph 3 states that the indemnity for infringement will be without limitation.
- Clause 7, Paragraph 5 states the limitation of liability for all items that have been enjoined under the contract will be up to the dollar amount of the Contract. What is the limitation of liability?
- Clause 7, Paragraph, 6, does this Section pertain to infringement? If not, what type of liability is it referring to?

State's Response: Paragraph 3 applies where "damages, expenses (including reasonable attorneys' fees), claims judgments, liabilities and costs" have been "assessed against the State" in actions involving infringement of any patent, copyright, trademark, trade secret, or intellectual property right. In this situation there is no limitation to the indemnification.

Paragraph 5 deals with situations in which the "use of any item(s) or part(s) thereof shall be enjoined for any reason" in which the contractor has several options by which to secure use of the item by the State or if none of those options is commercially reasonable the State can be compensated to the dollar amount of the contract.

Paragraph 6 deals with "all other claims" for direct damages, excluding those mentioned earlier in Section 7 which includes personal injury or damage to real property dealt with in Paragraph 2.